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Federal National Mortgage Association

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

COUNTY OF MULTNOMAH,

Plaintiff,

v.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation; MERSCORP
HOLDINGS, INC., previously MERSCORP.,
INC.; BANK OF AMERICA, N.A., dba BANC
OF AMERICA INVESTMENT SERVICES,
INC., a Florida corporation; JPMORGAN
CHASE BANK, N.A., a Delaware corporation;
CITIMORTGAGE, INC., a New York
corporation; EVERBANK MORTGAGE
COMPANY, a division of EVERBANK,
a Florida corporation; SUNTRUST
MORTGAGE, INC., a Virginia corporation;
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a foreign corporation; WMC
MORTGAGE CORPORATION, a California
corporation; CITIZENS BANCORP, dba
CITIZENS BANK, an Oregon corporation;

No. 3:15-cv-01246-PK

**COUNTERCLAIM-DEFENDANT
FEDERAL NATIONAL MORTGAGE
ASSOCIATION'S ANSWER TO
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.'S
COUNTERCLAIMS**

1- FANNIE MAE'S ANSWER TO MERS'S
COUNTERCLAIMS

WEST COAST BANCORP, dba WEST COAST BANK, an Oregon corporation; and U.S. BANK NATIONAL ASSOCIATION, an Ohio corporation,

Defendants.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,

Defendant/Counterclaim-Plaintiff,

v.

COUNTY OF MULTNOMAH,

Plaintiff/Counterclaim-Defendant,

and

FEDERAL HOME LOAN MORTGAGE
CORPORATION,

and

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Counterclaim-Defendants.

For its Answer to the Counterclaims of defendant/counterclaim-plaintiff Mortgage Electronic Registration Systems, Inc. (“MERS”), counterclaim-defendant Federal National Mortgage Association (“Fannie Mae”) answers as follows:

1. Fannie Mae admits the allegations in paragraph 1.

The Parties

2. Fannie Mae admits the allegation in paragraph 2.
3. Fannie Mae admits the allegations in paragraph 3.
4. Fannie Mae admits the allegations in the first sentence of paragraph 4. The second sentence of paragraph 4 is a legal conclusion. To the extent an answer is required, Fannie

**2- FANNIE MAE'S ANSWER TO MERS'S
COUNTERCLAIMS**

Mae admits that, to the extent that plaintiff Multnomah County in its Third Amended Complaint (“Complaint”) seeks to invalidate recorded Freddie Mac deeds of trust, Freddie Mac has an interest that would be affected by the counterclaims.

5. Fannie Mae admits the allegations in the first sentence of paragraph 5. The second sentence of paragraph 5 is a legal conclusion. To the extent an answer is required, Fannie Mae admits that, to the extent that plaintiff’s Complaint seeks to invalidate recorded Fannie Mae deeds of trust, it has an interest that would be affected by the counterclaims.

Promissory Notes And Deeds Of Trust

6. Fannie Mae admits the allegations in paragraph 6.

7. Paragraph 7 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 7.

8. Paragraph 8 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 8.

9. Paragraph 9 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 9.

10. Paragraph 10 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 10.

11. Paragraph 11 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 11.

MERS As The Record Lien Holder On A Security Instrument As The Lender’s Nominee

12. Fannie Mae admits the allegations in paragraph 12.

13. Paragraph 13 consists of legal conclusions. To the extent that an answer is required, Fannie Mae refers to the Governing Documents for the contents thereof.

14. Paragraph 14 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits that MERS is permitted to serve as the nominee on a deed of trust

for the Lender and for any successors and assigns of the Lender, who are also members of the MERS® System.

15. Fannie Mae admits the allegations in paragraph 15.

COUNT 1

DECLARATORY RELIEF

(Against Plaintiff/Counterclaim-Defendant Multnomah County and Counterclaim-Defendant Freddie Mac)

16. In response to paragraph 16, Fannie Mae incorporates its answers to paragraphs 1 through 15.

17. Fannie Mae states that the allegations in paragraph 17 are not directed at Fannie Mae and, as such, an answer is not required.

18. Fannie Mae states that the allegations in paragraph 18 are not directed at Fannie Mae and, as such, an answer is not required.

19. Fannie Mae states that the allegations in paragraph 19 are not directed at Fannie Mae and, as such, an answer is not required.

20. Fannie Mae states that the allegations in paragraph 20 are not directed at Fannie Mae and, as such, an answer is not required.

21. Fannie Mae states that the allegations in paragraph 21 are not directed at Fannie Mae and, as such, an answer is not required.

22. Fannie Mae states that the allegations in paragraph 22 are not directed at Fannie Mae and, as such, an answer is not required.

The Designation Of MERS As The “Beneficiary” As The Nominee Or Agent For The Lender Is Not Contrary To Public Policy Or Oregon Law, And Does Not Render The Freddie Mac Trust Deed, Or The Recording Of The Freddie Mac Trust Deed, Invalid Or Unenforceable

23. Fannie Mae states that the allegations in paragraph 23 are not directed at Fannie Mae and, as such, an answer is not required.

24. Fannie Mae states that the allegations in paragraph 24 are not directed at Fannie Mae and, as such, an answer is not required.

25. Fannie Mae states that the allegations in paragraph 25 are not directed at Fannie Mae and, as such, an answer is not required.

26. Fannie Mae states that the allegations in paragraph 26 are not directed at Fannie Mae and, as such, an answer is not required.

27. Fannie Mae states that the allegations in paragraph 27 are not directed at Fannie Mae and, as such, an answer is not required.

28. Fannie Mae states that the allegations in paragraph 28 are not directed at Fannie Mae and, as such, an answer is not required.

The Priority Established By The Recording Of The Freddie Mac Trust Deed Remains When The Note Secured By That Trust Deed Was Transferred To Freddie Mac

29. Fannie Mae states that the allegations in paragraph 29 are not directed at Fannie Mae and, as such, an answer is not required.

30. Fannie Mae states that the allegations in paragraph 30 are not directed at Fannie Mae and, as such, an answer is not required.

31. Fannie Mae states that the allegations in paragraph 31 are not directed at Fannie Mae and, as such, an answer is not required.

32. Fannie Mae states that the allegations in paragraph 32 are not directed at Fannie Mae and, as such, an answer is not required.

COUNT II

DECLARATORY RELIEF

**(Against Plaintiff/Counterclaim-Defendant Multnomah County and Counterclaim-
Defendant Fannie Mae)**

33. In response to paragraph 33, Fannie Mae incorporates its answers to paragraphs 1 through 15.

34. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof. To the extend an answer is required, Fannie Mae lacks sufficient information and belief to admit or deny the allegations in paragraph 34.

35. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof. To the extend an answer is required, Fannie Mae lacks sufficient information and belief to admit or deny the allegations in paragraph 35.

36. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof. Fannie Mae admits that it currently holds the Fannie Mae Note, which is secured by the Fannie Mae Trust Deed.

37. Fannie Mae admits the allegations in paragraph 37.

38. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof.

39. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof.

40. Fannie Mae refers to the Fannie Mae Trust Deed for the contents thereof.

41. Fannie Mae admits that the Fannie Mae Trust Deed was presented and accepted for recording, and that presumably the County determined that all of the legal requirements for recording a trust deed were met.

**The Designation Of MERS As The “Beneficiary” As The Nominee Or Agent For The
Lender Is Not Contrary To Public Policy Or Oregon Law, And Does Not Render The
Fannie Mae Trust Deed, Or The Recording Of The Fannie Mae Trust Deed,
Invalid Or Unenforceable**

42. Fannie Mae admits that paragraph 42 describes certain claims by the County alleged in the Complaint. Fannie Mae denies the County's allegations in their entirety to the extent that they seek to invalidate the perfected security interests of the Fannie Mae Trust Deed or Fannie Mae Note.

43. Fannie Mae admits that paragraph 43 describes certain claims by the County alleged in the Complaint. Fannie Mae denies the County's allegations in their entirety to the extent that they seek to invalidate the perfected security interests of the Fannie Mae Trust Deed or Fannie Mae Note.

44. Fannie Mae admits that paragraph 44 describes certain claims by the County alleged in the Complaint. Fannie Mae denies the County's allegations in their entirety to the extent that they seek to invalidate the perfected security interests of the Fannie Mae Trust Deed or Fannie Mae Note.

45. Paragraph 45 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 45.

46. Paragraph 46 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 46.

**The Priority Established By The Recording Of The Fannie Mae Trust Deed Remains When
The Note Secured By That Trust Deed Was Transferred To Fannie Mae**

47. Fannie Mae admits that paragraph 47 describes certain claims by the County alleged in the Complaint. Fannie Mae denies the County's allegations in their entirety to the extent that they seek to invalidate the perfected security interests of the Fannie Mae Trust Deed or Fannie Mae Note.

48. Paragraph 48 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 48.

49. Paragraph 49 consists of legal conclusions. To the extent that an answer is required, Fannie Mae admits the allegations in paragraph 49.

50. Paragraph 50 consists of legal conclusions and is a request for relief to which no response is required. To the extent a response is required, Fannie Mae admits that MERS has accurately described the law.

WHEREFORE, Counterclaim-Defendant Fannie Mae respectfully requests:

1. A judicial declaration that under Oregon law, the Fannie Mae Trust Deed is a valid and enforceable lien;

2. A judicial declaration that under Oregon law, Fannie Mae, as the current holder of the Fannie Mae Note, is entitled to the benefits of the Fannie Mae Trust Deed and the benefits of the lien, including but not limited to the priority of that lien, that were obtained when the Fannie Mae Trust Deed was recorded on December 9, 2014;

3. An award of Fannie Mae's costs and disbursements, and its reasonable attorney fees, to the extent allowed by law; and

4. Such other and further relief as the Court may deem appropriate.

DATED: July 23, 2015

s/ Cody M. Weston

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8- FANNIE MAE'S ANSWER TO MERS'S
COUNTERCLAIMS

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